

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**  
Washington, D.C. 20549

**FORM S-8  
REGISTRATION STATEMENT**  
*UNDER  
THE SECURITIES ACT OF 1933*

**AMDOCS LIMITED**

(Exact Name of Registrant as Specified in Its Charter)

**Guernsey**  
(State or Other Jurisdiction of  
Incorporation or Organization)

**Not Applicable**  
(I.R.S. Employer  
Identification No.)

**Hirzel House, Smith Street,  
St. Peter Port, Guernsey,  
GY1 2NG**  
(Address including zip code of Principal Executive Offices)

**2023 Employee Share Purchase Plan**  
(Full Title of the Plan)

**c/o Matthew E. Smith, Amdocs Inc.  
625 Maryville Centre Drive, Suite 200  
Saint Louis, Missouri 63141  
Telephone:  
(314) 212-8328**  
(Telephone Number, Including Area Code, of Agent For Service)

*Copy to:*

**Michael Kaplan  
Davis Polk & Wardwell LLP  
450 Lexington Avenue  
New York, New York 10017  
(212) 450-4000**

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Securities Exchange Act.

Large accelerated filer  Accelerated filer   
Non-accelerated filer  (Do not check if a smaller reporting company) Smaller reporting company   
Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 7(a)(2)(B) of the Securities Act.

**PART I**  
**INFORMATION REQUIRED IN THE SECTION 10(A) PROSPECTUS**

The information specified in Item 1 and Item 2 of Part I is omitted from this filing and is included in documents sent or provided to participants in the Amdocs Limited 2023 Employee Share Purchase Plan (the “Plan”) covered by this Registration Statement on Form S-8 (this “Registration Statement”) pursuant to Rule 428(b)(1) of the Securities Act of 1933, as amended (the “Securities Act”).

**PART II**  
**INFORMATION REQUIRED IN THE REGISTRATION STATEMENT**

**Item 3. INCORPORATION BY REFERENCE.**

Amdocs Limited (the “Registrant”) is subject to the informational and reporting requirements of Sections 13(a), 14, and 15(d) of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), and in accordance therewith files reports and other information with the Securities and Exchange Commission (the “Commission”). The following documents, which are on file with the Commission, are incorporated in this Registration Statement by reference:

- (a) The Registrant’s Annual Report on Form 20-F for the fiscal year ended September 30, 2022 (Registration No. 221459936), as filed by the Registrant on December 13, 2022.
- (b) All other reports filed pursuant to Section 13(a) or 15(d) of the Exchange Act since the end of the fiscal year covered by the document referred to in (a) above, including the Registrant’s Reports on Form 6-K filed on December 22, 2022, January 27, 2023 and February 13, 2023.
- (c) The description of the Registrant’s Ordinary Shares contained in the Registrant’s Registration Statement on Form 8-A as filed with the Commission on December 19, 2013 (Registration No. 131288798), including any amendment or report filed for updating such description.

In addition, all documents subsequently filed by the Registrant pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Exchange Act, prior to the filing of the post-effective amendment which indicates that all securities offered have been sold or which deregisters all securities then remaining unsold, including any Reports of Foreign Private Issuers on Form 6-K submitted during such period (or portion thereof) that is identified in such form as being incorporated by reference into this Registration Statement, shall be deemed to be incorporated by reference in the Registration Statement and to be part thereof from the date of filing of such documents. The Registrant is not incorporating by reference any documents or portions thereof, whether specifically listed above or filed in the future, that are not deemed “filed” with the Commission.

Any statement contained in a document incorporated or deemed to be incorporated by reference herein shall be deemed to be modified or superseded for purposes of this Registration Statement to the extent that a statement contained herein or in any other subsequently filed document which also is deemed to be incorporated by reference herein modifies or supersedes such statement. Any such statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Registration Statement.

**Item 4. DESCRIPTION OF SECURITIES.**

Not applicable.

**Item 5. INTERESTS OF NAMED EXPERTS AND COUNSEL.**

Not applicable.

## Item 6. INDEMNIFICATION OF DIRECTORS AND OFFICERS.

Under the Registrant's Articles of Incorporation, directors, officers and other agents of the Registrant will be indemnified by the Registrant from and against all liabilities to the Registrant or third parties (including its shareholders) sustained in connection with their performance of their duties, except to the extent prohibited by the Companies (Guernsey) Law, 2008, as amended (the "Companies Law"). Under the Companies Law, the Registrant may not indemnify a director for certain excluded liabilities, which are:

- fines imposed in criminal proceedings;
- regulatory fines;
- expenses incurred in defending criminal proceedings resulting in a conviction;
- expenses incurred in defending civil proceedings brought by the Registrant or an affiliated company in which judgment is rendered against the director; and
- expenses incurred in unsuccessfully seeking judicial relief from claims of a breach of duty.

In addition to the excluded liabilities listed above, directors may also not be indemnified by the Registrant for liabilities to the Registrant or any of its subsidiaries arising out of negligence, default, breach of duty or breach of trust of a director in relation to the Registrant or any of its subsidiaries. The Companies Law authorizes Guernsey companies to purchase insurance against such liabilities to companies or to third parties for the benefit of directors. The Registrant currently maintains such insurance. Judicial relief is available for an officer charged with a neglect of duty if the court determines that such person acted honestly and reasonably, having regard to all the circumstances of the case.

## Item 7. EXEMPTION FROM REGISTRATION CLAIMED.

Not applicable.

## Item 8. EXHIBITS.

<u>Exhibit Number</u>	<u>Description</u>
5.1	<a href="#">Opinion of Carey Olsen.</a>
23.1	<a href="#">Consent of Carey Olsen (included in Exhibit 5.1).</a>
23.2	<a href="#">Consent of Ernst &amp; Young LLP.</a>
24.1	<a href="#">Power of Attorney (included on the signature page of this Registration Statement).</a>
99.1	<a href="#">Amdocs Limited 2023 Employee Share Purchase Plan.</a>
107	<a href="#">Filing Fee Table.</a>

## Item 9. UNDERTAKINGS.

(a) The undersigned Registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this Registration Statement:

(i) To include any prospectus required by Section 10(a)(3) of the Securities Act;

(ii) To reflect in the prospectus any facts or events arising after the effective date of this Registration Statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in this Registration Statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20% change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in this Registration Statement; and

(iii) To include any material information with respect to the Plan not previously disclosed in this Registration Statement or any material change to such information in this Registration Statement;

*provided, however*, that paragraphs (a)(1)(i) and (a)(1)(ii) do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in periodic reports filed with or furnished to the Commission by the Registrant pursuant to Section 13 or Section 15(d) of the Exchange Act that are incorporated by reference in this Registration Statement.

(2) That, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(b) The undersigned Registrant hereby undertakes that, for purposes of determining any liability under the Securities Act, each filing of the Registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Exchange Act (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Exchange Act) that is incorporated by reference in this Registration Statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.

(c) Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the Registrant pursuant to the provisions referenced in Item 6 of this Registration Statement, or otherwise, the Registrant has been advised that in the opinion of the Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer, or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered hereunder, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question of whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

**SIGNATURES**

Pursuant to the requirements of the Securities Act, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, on this 13th day of February 2023.

AMDOCS LIMITED

By: /s/ Matthew E. Smith

Name: Matthew E. Smith

Title: Secretary and Authorized Signatory

## POWER OF ATTORNEY AND SIGNATURES

We, the undersigned officers and directors of Amdocs Limited, hereby severally constitute Matthew E. Smith and Tamar Rapaport-Dagim (with full power to each of them to act alone), and each of them singly, our true and lawful attorneys-in-fact and agents with full power to them, and each of them singly, to sign for us and in our names in the capacities indicated below, the Registration Statement on Form S-8 filed herewith and any and all subsequent amendments to said Registration Statement, and generally to do all such things in our names and behalf in our capacities as officers and directors to enable Amdocs Limited to comply with all requirements of the Securities and Exchange Commission, hereby ratifying and confirming our signatures as they may be signed by said attorneys-in-fact, or any of them, to said Registration Statement and any and all amendments thereto.

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed below by the following persons in the capacities and on the dates indicated.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ Shuky Sheffer</u> Shuky Sheffer	Director and President & Chief Executive Officer (Principal Executive Officer)	February 13, 2023
<u>/s/ Tamar Rapaport-Dagim</u> Tamar Rapaport-Dagim	Chief Financial and Chief Operating Officer (Principal Financial Officer and Principal Accounting Officer)	February 13, 2023
<u>/s/ Robert A. Minicucci</u> Robert A. Minicucci	Chairman of the Board	February 13, 2023
<u>/s/ Eli Gelman</u> Eli Gelman	Director	February 13, 2023
<u>/s/ Rafael de la Vega</u> Rafael de la Vega	Director	February 13, 2023
<u>/s/ Adrian Gardner</u> Adrian Gardner	Director	February 13, 2023
<u>/s/ Amos Genish</u> Amos Genish	Director	February 13, 2023

/s/ Richard T.C. LeFave  
Richard T.C. LeFave

Director

February 13, 2023

/s/ John A. MacDonald  
John A. MacDonald

Director

February 13, 2023

/s/ Yvette Kanouff  
Yvette Kanouff

Director

February 13, 2023

/s/ Sarah Ruth Davis  
Sarah Ruth Davis

Director

February 13, 2023

**AUTHORIZED REPRESENTATIVE**

Pursuant to the requirements of the Securities Act of 1933, as amended, the undersigned, the duly authorized representative in the United States of Amdocs Limited, has signed this Registration Statement on February 13th, 2023.

By: /s/ Matthew E. Smith

Name: Matthew E. Smith

Title: Secretary and Authorized Signatory



Our Ref: TC/RDLH/1000662/0122/G14782650v3

13 February 2023

Amdocs Limited  
 Hirzel House, Smith Street  
 St. Peter Port  
 Guernsey  
 GY1 2NG

(the “**Recipient**”)

Dear Sirs,

## 1. INTRODUCTION

- 1.1 You have asked for our legal opinion on matters of Guernsey law in connection with the registration with the United States Securities and Exchange Commission (the “**SEC**”) of 2,400,000 ordinary shares of £0.01 each in the Company (the “**Shares**”) authorized for issuance pursuant to the Company’s 2023 Employee Share Purchase Plan (the “**ESPP**”) and the Company executing and filing with the SEC a Form S-8 (registration statement) dated 13 February 2023 (the “**Registration Statement**”). The ESPP provides that eligible employees may be granted an option (an “**Option**”) to purchase Shares pursuant to the terms of the ESPP.
- 1.2 The ESPP and the Registration Statement are in this opinion together referred to as the “**Plan Documents**”.
- 1.3 Except as expressly referred to in this opinion we have not seen or examined, and give no opinion on, any underlying or other documents referred to in the Plan Documents.
- 1.4 We are lawyers qualified to practice law in and to advise on the laws of the Island of Guernsey.

## 2. INSPECTION

In addition to examining the Plan Documents, for the purpose of giving this opinion we have examined the following documents:

- 2.1 a copy of the certificate of incorporation of the Company as filed at the registry of companies in Guernsey (the “**Registry**”);
- 2.2 a copy of the Memorandum and Articles of Incorporation of the Company as filed at the Registry at the date hereof (together the “**Articles**”);

**PARTNERS:** A Alexander C Anderson A Boyce T Carey R Clark T Corfield D Crosland M Dunster E Gray  
 D Jones N Kapp T Lane K Le Cras D Le Marquand B Morgan J Morgan **CONSULTANTS:** N Carey K Friedlaender J Greenfield G Hall

The Guernsey limited liability partnership known as Carey Olsen (Guernsey) LLP is a limited liability partnership incorporated in Guernsey on 1 March 2018 with its registered office at Carey House, Les Banques, St Peter Port GY1 4BZ and registration number 95.

- 2.3 copies of the minutes of the meetings of (i) the board of directors of the Company dated 8 November 2022 and (ii) the management resources and compensation committee of the board of directors of the Company dated 7 November 2022, signed by the chairman of the respective meetings at which the director's authorized the adoption of the ESPP (the "**Minutes**");
- 2.4 copies of (i) the proxy ballot (the "**Proxy Ballot**") in respect of the annual general meeting of shareholders held on January 27, 2023 (the "**General Meeting**") and (ii) the Form 6-K filed with the SEC for the month of January 2023 confirming, amongst other things, the shareholders' approval of the ESPP (the "**2023 Form 6-K**");
- 2.5 the public records of the Company on file and available for the purposes of public inspection at the Registry on 13 February 2023 and a search of the computerized records of matters raised in the Royal Court of Guernsey (the "**Royal Court**" which definition shall include any court in the Island of Guernsey where the context so requires) available for inspection at the Greffe (the registry of the Royal Court in Guernsey) on 13 February 2023 (together the "**Public Records**");
- 2.6 a copy of the register of directors and officers of the Company dated 13 February 2023; and
- 2.7 a certificate provided to us by the secretary of the Company dated 13 February 2023 (the "**Certificate**"),  
(the "**Documents**").

### 3. **ASSUMPTIONS**

- 3.1 For the purpose of this opinion, we have made and relied upon the assumptions set out below without making any investigation thereof:
  - 3.1.1 the conformity to the originals of all documents supplied to us as certified, photocopied, conformed or facsimile copies and the authenticity and completeness of the originals of such documents, and the authenticity and completeness of all documents supplied to us as originals;
  - 3.1.2 the genuineness of all signatures and seals on the documents and instruments submitted to us for the purposes of this letter and where we have been provided with only signature pages of documents, that the original signed versions of such documents will not differ from the last version of the full documents provided to us;
  - 3.1.3 that there are no provisions of the laws of any jurisdiction outside Guernsey which would have any implication for the opinions we express and that, insofar as the laws of any jurisdiction outside Guernsey may be relevant, such laws have been or will be complied with (including without limitation, the obtaining of all necessary consents, licenses, registrations, approvals and filings);

- 3.1.4 that the choice of governing law for the Plan Documents was bona fide (for example not made with any intention of avoiding provisions of the law with which the transactions under the Plan Documents have the closest and most real connection) and legal and there is no reason for avoiding that choice of law on grounds of public policy or otherwise;
- 3.1.5 that the information and documents disclosed by our searches of the Public Records referred to in paragraph 2.5 are accurate as at the date hereof and there is no information or document which had been delivered for registration, or which is required by the laws of Guernsey to be delivered for registration, or which has been passed or made but not yet delivered for registration, which was not included in the Public Records;
- 3.1.6 that the Certificate is complete and accurate as at the date hereof and that the proceedings described in the Minutes remained quorate throughout and were duly conducted as so described and that the resolutions passed thereat were duly adopted, have not been revoked, superseded or varied and remain in full force and effect as confirmed by the Certificate and the continuing accuracy and completeness of all statements as to matters of fact contained in the Documents as at the date hereof;
- 3.1.7 that there are no documents or information which we have not been provided with which could affect the accuracy of this opinion;
- 3.1.8 that the directors of the Company have acted prudently for the commercial benefit of the Company and in good faith for the purposes of carrying on its business on arm's length commercial terms, and further that they have disclosed all personal interests in the transactions contemplated in the Plan Documents in accordance with the requirements of the Companies (Guernsey) Law, 2008 (as amended) (the "**Companies Law**") and the Articles;
- 3.1.9 that the Company is not insolvent or unable to pay its debts as they fall due and will not become insolvent or unable to pay its debts as they fall due as a result of it entering into the Plan Documents;
- 3.1.10 that all consents, exemptions, licenses, registrations, approvals or authorizations of any person required in relation to the transaction contemplated or entered into under or pursuant to the Plan Documents, the execution and delivery of the Plan Documents and the performance and observance of the terms thereof by the parties thereto (other than such consents, exemptions, licenses, registrations, approvals or authorizations required of the Company under the laws and regulations of Guernsey) have been obtained and are in full force and effect at the date of this opinion;
- 3.1.11 that the powers of the Company and the powers and authority of the Company's directors have not been restricted in any way other than as set out in the Plan Documents or the Articles;
- 3.1.12 the Options are granted pursuant to and in accordance with terms and conditions of the ESPP;

- 3.1.13 none of the parties to the Plan Documents have committed any act or omission that has caused or may cause them to be in breach of the Plan Documents;
- 3.1.14 where an Option is exercised, it is exercised in accordance with the ESPP;
- 3.1.15 that the resolutions passed at paragraph 2 of the Proxy Ballot and referred to in the 2023 Form 6-K were passed by the requisite majority of the holders of the Ordinary Shares in the capital of the Company; and
- 3.1.16 that the Option Price determined in accordance with the Plan Documents is fair and reasonable to the Company and that the board of directors of the Company would be of that opinion at the relevant time.

3.2 We have not independently verified these assumptions.

#### 4. **OPINIONS**

On the basis of and subject to the above and the observations and qualifications below and subject to matters not disclosed to us we are of the opinion that when issued and paid for in accordance with the ESPP such Shares in the Company will be validly issued, fully paid and non-assessable.

#### 5. **QUALIFICATIONS**

The observations and qualifications referred to above are as follows:

- 5.1 We express no opinion as to whether the entering into the agreements constituted by the Plan Documents will or may result in any breach of or otherwise infringe any other agreement, deed or document (other than the Articles) entered into by or binding on the Company.
- 5.2 We express no opinion on the accuracy or completeness of any statements, representations or warranties of fact set out in the Plan Documents and/or the Documents save insofar as an express opinion is given herein in respect thereof, which statements, representations and warranties we have not independently verified.
- 5.3 This opinion shall be governed by and construed in accordance with the laws of the Island of Guernsey as it exists at the date hereof with no obligation to keep the terms of the opinion under review. We have not made any investigation as to any other law other than the laws of the Island of Guernsey in force at and as interpreted at the date of this opinion; in particular we express no opinion as to whether the Plan Documents are enforceable in any jurisdiction outside Guernsey.
- 5.4 We do not give any opinion on the commerciality of any transaction contemplated or entered into under or pursuant to the Plan Documents.
- 5.5 The search of the Public Records referred to in paragraph 2.5 above is not conclusively capable of revealing whether or not:

5.5.1 a winding up order has been made or a resolution passed for the winding up of the Company; or

5.5.2 an order has been made or a resolution passed appointing a liquidator or administrator or other person to control the assets of the Company, as notice of these matters might not be filed with the Registry or the Greffe immediately or at all and, when filed, might not be entered on the Public Records of the Company immediately. A company search conducted in Guernsey is limited in respect of the information it produces. The Companies Law allows for various periods of time to file certain information with the Registry including resolutions, notices and court orders which if the relevant period is still running may not appear in time for the search. Any changes to the details of the directors of a company must be filed within 14 days of that change. There is no requirement to file at the Registry information regarding the shareholders or secretary of a company or regarding mortgages, security interests or charges created by a company other than in respect of real property situate in Guernsey. Moreover, a company search carried out in Guernsey is unlikely to reveal any information as to any such procedure or similar proceedings initiated in any other jurisdiction. It should be noted that the Guernsey Courts have the power to recognise, in Guernsey, insolvency office holders appointed in respect of a Guernsey company pursuant to the laws of a foreign jurisdiction. Any such recognition may not be revealed by our searches.

5.6 There is no official register of pending actions in Guernsey available for public inspection and no formal procedure for determining whether any proceedings have been commenced against the Company including as to whether proceedings have commenced to declare the property of the Company “en désastre”; the enquiry of the Public Records referred to in paragraph 2.5 of this opinion above is an informal enquiry only and cannot be relied upon exclusively.

5.7 Insofar as a Plan Document grants or requires the grant of a power of attorney by the Company to a party to the Plan Document, the grant of such power of attorney must be in accordance with the requirements of the Articles. If the Articles are silent the Plan Document must be executed by one director. The absence of compliance with such requirements will mean that the power of attorney may not be valid and enforceable in Guernsey.

## 6. ADDRESSEES

This opinion is addressed only to the Recipient and is solely for the benefit of the Recipient in connection with the Plan Documents and except with our prior written consent it may not be disclosed to or relied upon by any other person or used for any other purpose or referred to or made public in any way. Notwithstanding the foregoing, we hereby consent to the filing of this opinion with the SEC in connection with the Registration Statement in accordance with the requirements of Item 601(b)(5) of Regulation S-K under the U.S. Securities Act of 1933, as amended (the “**Securities Act**”). In giving such consent, we do not hereby admit that we are in the category of persons whose consent is required under Section 7 of the Securities Act or the rules and regulations of the SEC.

Yours faithfully

/s/ Carey Olsen (Guernsey) LLP

**Carey Olsen (Guernsey) LLP**

**Exhibit 23.2**

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in the Registration Statement (Form S-8) pertaining to the 2023 Employee Share Purchase Plan of Amdocs Limited of our reports dated December 13, 2022, with respect to the consolidated financial statements of Amdocs Limited and the effectiveness of internal control over financial reporting of Amdocs Limited included in its Annual Report (Form 20-F) for the year ended September 30, 2022, filed with the Securities and Exchange Commission.

/s/ Ernst & Young LLP

New York, NY  
February 13, 2023

## AMDOCS LIMITED

## 2023 EMPLOYEE SHARE PURCHASE PLAN

The purpose of the Amdocs Limited 2023 Employee Share Purchase Plan (the “**Plan**”) is to provide eligible employees of Amdocs Limited (the “**Company**”) and each Designated Subsidiary (as defined in Section 11) with opportunities to acquire a proprietary interest in the Company through the purchase of Ordinary Shares (as defined in Section 11) of the Company (the “**Shares**”). The maximum number of Shares reserved and available for issuance under the Plan shall not exceed in the aggregate 2,400,000 Shares, subject to adjustment as provided in Section 17. If any purchase of Shares pursuant to an Option (as defined in Section 8) under the Plan is not consummated, the Shares not purchased will again become available for issuance under the Plan.

The Plan includes two components: (a) one component (the “**423 Component**”) which is intended to constitute an “employee stock purchase plan” within the meaning of Section 423(b) of the U.S. Internal Revenue Code of 1986, as amended (the “**Code**”), and shall be interpreted in accordance with that intent, and (b) another component (the “**Non-423 Component**”), which does not qualify as an “employee stock purchase plan” within the meaning of Section 423(b) of the Code, and under which Options will be granted pursuant to rules, procedures or sub-plans adopted by the Administrator (as defined in Section 1) designed to achieve tax, securities laws or other objectives for eligible employees. Except as otherwise provided herein, the Non-423 Component will operate and be administered in the same manner as the 423 Component.

Unless otherwise defined herein, capitalized terms in the Plan shall have the meaning ascribed to them in Section 11.

1. Administration. The Plan will be administered by a committee (the “**Administrator**”) appointed by the Company’s Board of Directors (the “**Board**”) for such purpose. The Administrator has authority, in its discretion, subject to and not inconsistent with the express provisions of the Plan, to administer the Plan and to exercise all powers and authorities either specifically granted to it under the Plan or necessary or advisable in the administration of the Plan, including, without limitation:

- (a) determine the Offerings;
- (b) adopt, alter and repeal such rules, guidelines and practices for the administration of the Plan and for its own acts and proceedings as it shall deem advisable;
- (c) interpret the terms and provisions of the Plan;
- (d) correct any defect or supply any omission or reconcile any inconsistency or ambiguity in the Plan;

- (e) make all determinations it deems advisable for the administration of the Plan, including to accommodate the specific requirements of local laws, regulations and procedures; and
- (f) otherwise supervise the administration of the Plan.

The Administrator may delegate to one or more of its members or to one or more agents such administrative duties as it may deem advisable, and the Administrator or any person to whom it has delegated duties as aforesaid may employ one or more persons to render advice with respect to any responsibility the Administrator or such person may have under the Plan. All interpretations and decisions of the Administrator shall be binding on all persons, including the Company and the Participants. No member of the Board or the committee administering the Plan or any individual exercising administrative authority with respect to the Plan shall be liable for any action or determination made in good faith with respect to the Plan or any Option granted hereunder.

2. Offerings. The Company will make one or more Offerings to eligible employees to purchase Shares under the Plan consisting of a series of Purchase Periods. Unless otherwise determined by the Administrator, each Purchase Period shall have a duration of six (6) months, with new Purchase Periods commencing on such dates as established by the Administrator (or its delegate). Prior to the commencement of any Purchase Period, the Administrator (or its delegate) may, in its discretion, designate a different period for any Purchase Period, including by changing the duration, start date or end date for any Purchase Period, *provided* that no Purchase Period shall exceed twenty-seven (27) months in duration.

3. Eligibility.

(a) Unless otherwise determined by the Administrator, all individuals classified as employees on the payroll records of the Company and each Designated Subsidiary and who are customarily employed for more than five (5) months in any calendar year are eligible to participate in any one or more of the Offerings under the Plan. For the sake of clarity, an employee is customarily employed for more than five (5) months in any calendar year if the expectation of their position is that they will be employed for more than five (5) months in such calendar year (and not that their tenure has been for more than five (5) months in such calendar year).

(b) Notwithstanding any other provision herein, individuals who are not contemporaneously classified as employees of the Company or a Designated Subsidiary for purposes of the Company's or applicable Designated Subsidiary's payroll system are not considered to be eligible employees of the Company or any Designated Subsidiary and shall not be eligible to participate in the Plan. Unless otherwise determined by the Administrator in its discretion (or its delegate), in the event any such individuals are reclassified as eligible employees of the Company or a Designated Subsidiary for any purpose, including, without limitation, common law or statutory employees, by any action of any third party, including, without limitation, any government agency, or as a result of any private lawsuit, action or administrative proceeding, such individuals shall, notwithstanding such reclassification, remain ineligible for participation, unless such individuals are required to be eligible to participate in the Plan pursuant to applicable law. Notwithstanding the foregoing, participation in the 423 Component of the Plan will neither be permitted nor be denied contrary to the requirements of the Code.



#### 4. Participation.

An eligible employee may participate in an Offering by submitting an enrollment form (which may be in electronic format) to his or her appropriate payroll location no earlier than forty-five (45) days before the Offering Date for the next Purchase Period and no later than seven (7) days before such Offering Date, unless a different deadline is established by the Administrator (or its delegate). The enrollment form will:

- (a) state a whole percentage or the amount to be deducted from an eligible employee's Compensation per pay period (as set forth in Section 5);
- (b) authorize the Company to make such deductions from the eligible employee's Compensation in accordance with the employee's instructions;
- (c) authorize the purchase of Shares in each Purchase Period in accordance with the terms of the Plan; and
- (d) incorporate the requirements set forth in Section 26.

An eligible employee who does not enroll in accordance with these procedures will be deemed to have waived the right to participate. Each Participant will be required to file a new enrollment form prior to the commencement of each Purchase Period under the Plan, provided he or she remains eligible, pursuant to the requirements set forth in this Section 4, unless the Administrator (or its delegate) determines that Participant's deductions and purchases will continue at the same percentage of amount of Compensation for future Purchase Periods absent a new enrollment form (subject to a Participant's withdrawal from the Plan (in accordance with Section 7) or termination of employment (in accordance with Section 21). Notwithstanding the foregoing, participation in the 423 Component of the Plan will neither be permitted nor be denied contrary to the requirements of the Code.

5. Employee Contributions. Each eligible employee may authorize payroll deductions at a minimum of one percent (1%) and up to a maximum of ten percent (10%) of such employee's Compensation for each pay period. The Company will maintain book accounts showing the amount of payroll deductions made by each Participant for each Purchase Period. No interest will accrue or be paid on payroll deductions, except as may be required by applicable law. If payroll deductions for purposes of the Plan are prohibited or otherwise problematic under applicable law (as determined by the Administrator (or its delegate) in its discretion), the Administrator (or its delegate) may require Participants to contribute to the Plan by such other means as determined by the Administrator (or its delegate). Any reference to "payroll deductions" in this Section 5 (or in any other section of the Plan) will similarly cover contributions by other means made pursuant to this Section 5.

6. Deduction Changes. Except as may be determined by the Administrator (or its delegate) in advance of a Purchase Period, a Participant may not increase or decrease his or her payroll deduction percentage during any Purchase Period, but may increase or decrease his or her payroll deduction percentage with respect to the next Purchase Period (subject to the limitations of Section 5) by filing a new enrollment form no earlier than forty-five (45) days before the Offering Date for such Purchase Period and no later than seven (7) days before such Offering Date, unless a different deadline is established by the Administrator (or its delegate). The Administrator (or its delegate) may, in advance of any Purchase Period, establish rules permitting a Participant to increase, decrease or terminate his or her payroll deduction during a Purchase Period.

7. Withdrawal. A Participant may withdraw from participation in the Plan or a Purchase Period by delivering a written notice of withdrawal to the Company in accordance with such procedures as may be established by no later than forty (40) days prior to the end of a Purchase Period, unless a different deadline or window is established by the Administrator (or its delegate). The Participant's withdrawal will be effective as of the next business day. Following a Participant's withdrawal, the Company will as soon as practically possible refund such individual's entire account balance under the Plan (without interest) to him or her (after payment for any Shares purchased before the effective date of withdrawal). Partial withdrawals are not permitted. Such an employee may not begin participation again during the remainder of the Purchase Period, but may enroll in a subsequent Purchase Period by submitting a new enrollment form in accordance with Section 4.

8. Grant of Options.

(a) On each Offering Date, each eligible employee who is then a Participant in the Plan will receive an option ("**Option**") to purchase on the last trading day of a Purchase Period (the "**Exercise Date**"), at the Option Price hereinafter provided for, the lower of (a) a number of Shares determined by dividing such Participant's accumulated payroll deductions (without interest) on such Exercise Date by the Option Price (as defined herein) and (b) such maximum number of Shares as shall have been established by the Administrator in advance of the Offering (which, if no maximum is established in advance of any Purchase Period, shall be 600 Shares); *provided, however*, that such Option shall be subject to the limitations set forth below. Each Participant's Option shall be exercisable only to the extent of such Participant's accumulated payroll deductions (without interest) on the Exercise Date (with payroll deductions withheld in a currency other than U.S. dollars converted into U.S. dollars using such exchange ratio as the Administrator (or its delegate) may establish in its good faith discretion). Unless otherwise determined by the Administrator in advance of a Purchase Period, the purchase price for each Share purchased under each Option (the "**Option Price**") will be eighty-five percent (85%) of the Fair Market Value of the Shares on the Offering Date or the Exercise Date, whichever is less.

(b) Notwithstanding the foregoing, no Participant may be granted an Option hereunder if such Participant, immediately after the Option was granted, would be treated as owning Shares possessing five percent (5%) or more of the total combined voting power or value of all classes of shares of the Company or any Parent or Subsidiary. For purposes of the preceding sentence, the attribution rules of Section 424(d) of the Code shall apply in determining the share ownership of a Participant, and all Shares which the Participant has a contractual right to purchase shall be treated as Shares owned by the Participant.

(c) No Participant may be granted an Option under the 423 Component which permits his or her rights to purchase Shares under the Plan, and any other employee share purchase plan of the Company and its Designated Subsidiaries, to accrue at a rate which exceeds twenty-five thousand U.S. dollars (US\$25,000) of the fair market value of such Shares (determined on the applicable Offering Date) for each calendar year in which the Option is outstanding at any time. The purpose of the limitation in the preceding sentence is to comply with Section 423(b)(8) of the Code and shall be applied taking Options into account in the order in which they were granted.

9. Exercise of Option and Purchase of Shares. Each employee who continues to be a Participant in the Plan on the Exercise Date shall be deemed to have exercised his or her Option on such date and shall acquire from the Company such number of whole Shares reserved for the purpose of the Plan as his or her accumulated payroll deductions (without interest and converted from the applicable currency to U.S. dollars in the manner described in Section 8(a), if applicable) on such date will purchase at the Option Price, subject to the limitations set forth in Section 8 and any other limitations contained in the Plan. Unless otherwise determined by the Administrator (or its delegate), any amount remaining in a Participant's account at the end of a Purchase Period solely by reason of the inability to purchase a fractional Share will be refunded to the Participant as soon as practically possible after the completion of the Purchase Period.

10. Issuance of Certificates. Shares purchased under the Plan will be registered only in the name of the employee or in the name of a broker authorized by the employee to be his, her or their, nominee for such purpose in the manner permitted by the Company. The Company will not be required to deliver any certificates evidencing Shares and instead such Shares may be recorded in the books of the Company (or, as applicable, its transfer agent or stock/share plan administrator).

11. Definitions. For the purposes of the Plan, the following terms shall be defined as set forth below:

- (a) "Affiliate" means any entity that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, the Company.
- (b) "Compensation" means the amount of base compensation (including base salary and other base pay) paid to the employee; *provided* that the Administrator (or its delegate) may in its discretion, prior to the commencement of a Purchase Period, add additional components of Compensation to be deducted from payroll in a particular jurisdiction or jurisdictions, subject to applicable law in such jurisdiction or jurisdictions.
- (c) "Designated Subsidiary" means any present or future Subsidiary or Affiliate that has been designated by the Administrator (or its delegate) to participate in the Plan. The Administrator (or its delegate) may so designate any Subsidiary or Affiliate, or revoke any such designation, at any time and from time to time, either before or after the Plan is approved by the shareholders, and may further designate such companies or Participants as participating in the 423 Component or the Non-423 Component. The Administrator (or its delegate) may also determine which eligible

employees may be excluded from participation in the Plan, to the extent consistent with Section 423 of the Code or as implemented under the Non-423 Component, and determine which Designated Subsidiaries will participate in separate Offerings (to the extent that the Company makes separate Offerings). For purposes of the 423 Component, only the Company and its Subsidiaries that are taxed as corporations under the Code may be Designated Subsidiaries; *provided, however*, that, at any given time, a Subsidiary that is a Designated Subsidiary under the 423 Component will not be a Designated Subsidiary under the Non-423 Component.

- (d) “Fair Market Value” per Share means, as of any date, the value of Shares determined as follows: (i) if the Ordinary Shares are not then listed on a national securities exchange or traded in an over-the-counter market, such value as the Administrator, in its sole discretion, shall determine; (ii) if the Ordinary Shares are then traded on a national securities exchange, the closing sales price per Ordinary Share on the national securities exchange, on which the Ordinary Shares are principally traded, for the last preceding date on which there was a sale of such Ordinary Shares on such exchange; or (iii) if the Ordinary Shares are then traded in an over-the-counter market, the average of the closing bid and asked prices for the Ordinary Shares in such over-the-counter market for the last preceding date on which there was a sale of such Ordinary Shares in such market.
- (e) “Offering” means the grant of Options to purchase Shares under the 423 Component or the Non-423 Component of the Plan to eligible individuals under terms approved by the Administrator.
- (f) “Offering Date” means the first trading day of each Purchase Period.
- (g) “Ordinary Shares” means shares of ordinary shares, par value £0.01 per share, of the Company.
- (h) “Parent” means a “parent corporation” with respect to the Company, as defined in Section 424(e) of the Code.
- (i) “Participant” means an individual who is eligible to participate in the Plan as determined in Section 3 and who has complied with the provisions of Section 4.
- (j) “Purchase Period” means the duration of an Offering as established by the Administrator and described in Section 2.
- (k) “Subsidiary” means a “subsidiary corporation” with respect to the Company, as defined in Section 424(f) of the Code.

## 12. Rights on Termination of Employment.

(a) If a Participant’s employment terminates for any reason before the Exercise Date for any Purchase Period, the balance in the Participant’s account will be refunded as soon as practically possible after the date of termination to such Participant or, in the case of such Participant’s death, to his or her designated beneficiary, as if such Participant had withdrawn from the Plan under Section 7.

(b) Unless otherwise determined by the Administrator, a Participant will be deemed to have terminated employment, for this purpose, if (i) the corporation that employs him or her, having been a Designated Subsidiary, ceases to be a Subsidiary, (ii) the employee is transferred to any corporation other than the Company or a Designated Subsidiary or (iii) the employee transfers employment between, or terminates employment with an immediate rehire (with no break in service) by, the Company or a Designated Subsidiary. If a Participant transfers (in a manner that does not result in a termination of employment under the Plan) from an Offering under the 423 Component to an Offering under the Non-423 Component, the exercise of the Participant's Option will be qualified under the 423 Component only to the extent that such exercise complies with Section 423 of the Code. If a Participant transfers from an Offering under the Non-423 Component to an Offering under the 423 Component, the exercise of the Participant's Option will remain non-qualified under the Non-423 Component. An employee will not be deemed to have terminated employment for this purpose if the employee is on an approved leave of absence for military service or sickness or for any other purpose approved by the Company, so long as the employee's right to reemployment is guaranteed by a statute, by contract or under the policy pursuant to which the leave of absence was granted, or if the Administrator otherwise provides in writing.

(c) If a Participant ceases to be employed by the Company or any Designated Subsidiary for any reason whatsoever (including as a result of being wrongfully or unfairly dismissed) he or she shall not be entitled, and by participating in the Plan he or she shall be deemed to have waived any possible entitlement, to any sum or benefit accrued or in prospect as a result of that participation and no such loss or curtailment shall form part of any claim for damages for breach of the Participant's contract of employment or compensation for dismissal or any other claim whatsoever.

13. Special Rules and Sub-Plans. Notwithstanding anything herein to the contrary, the Administrator may adopt special rules or sub-plans applicable to the employees of a particular Designated Subsidiary, whenever the Administrator determines that such rules are necessary or appropriate for the implementation of the Plan in a jurisdiction where such Designated Subsidiary has employees, regarding, without limitation, eligibility to participate in the Plan, handling and making of payroll deductions or contributions by other means, establishment of bank or trust accounts to hold payroll deductions, payment of interest, conversion of local currency, obligations to pay payroll tax, withholding procedures and handling of share issuances, any of which may vary according to applicable requirements; *provided* that, a delegate of the Administrator may adopt special rules or sub-plans applicable to the employees of a particular Designated Subsidiary where such rules or sub-plans are necessary to comply with applicable law; *provided, further*, that, if such special rules or sub-plans are inconsistent with the requirements of Section 423(b) of the Code, the employees subject to such special rules or sub-plans will participate in the Non-423 Component.

14. Optionees Not Shareholders. Neither the granting of an Option to a Participant nor the deductions from his or her pay shall constitute such Participant a holder of the Shares covered by an Option under the Plan until such Shares have been purchased by and issued to him or her. No Participant shall have voting rights in Shares that he or she may purchase until such Shares have actually been purchased and issued by the Participant.

15. Rights Not Transferable. Rights under the Plan are not transferable by a Participant other than by will or the laws of descent and distribution, and are exercisable during the Participant's lifetime only by the Participant.

16. Application of Funds. All funds received or held by the Company under the Plan may be combined with other corporate funds and may be used for any corporate purpose.

17. Adjustment in Case of Changes Affecting Shares and Transactions.

(a) If any change is made in the Shares, or subject to any Option under the Plan, without the receipt of consideration by the Company (through merger, consolidation, amalgamation, reorganization, recapitalization, reincorporation, stock dividend, dividend in property other than cash, stock split, liquidating dividend, combination of shares, exchange of shares, change in corporate structure or other transaction not involving the receipt of consideration by the Company), the Plan will be appropriately adjusted in the class(es) and maximum number of Shares subject to the Plan and the share limitation subject to Section 8, if any, and the outstanding Options will be appropriately adjusted in the class(es), number of Shares, Option Price and share limitations of such outstanding Options. The Board shall make such adjustments, and its determination shall be final, binding and conclusive. The conversion of any convertible securities of the Company shall not be treated as a transaction that does not involve the receipt of consideration by the Company.

(b) Without limitation on the preceding provisions, in the event of any corporate transaction (as described in Section 424 of the Code), the Board may make such adjustment it deems appropriate to prevent dilution or enlargement of rights in the number and class of Shares which may be delivered under the Plan, in the number, class of or Option Price available for purchase under the Plan and in the number of the Shares which an employee is entitled to purchase and any other adjustments it deems appropriate. Without limiting the Board's authority under the Plan, in the event of any transaction, the Board may elect to have the Options hereunder assumed or such Options substituted by a successor entity, to terminate all outstanding Options, either prior to their expiration or upon completion of the purchase of Shares on the next Exercise Date, to shorten the Offering by setting a new Exercise Date or to take such other action deemed appropriate by the Board.

18. Amendment of the Plan. The Administrator may at any time and from time to time amend the Plan in any respect, except that, without the approval within twelve (12) months of such action by the shareholders, no amendment shall be made increasing the number of Shares approved for the Plan or making any other change that would require shareholder approval in order for the Plan, as amended, to qualify as an "employee stock purchase plan" under Section 423(b) of the Code.

19. Insufficient Shares. If the total number of Shares that would otherwise be issued on any Exercise Date plus the number of Shares issued under previous Purchase Periods under the Plan exceeds the maximum number of Shares issuable under the Plan, the Shares then available shall be apportioned among Participants in proportion to the amount of payroll deductions accumulated (without interest) on behalf of each Participant that would otherwise be used to purchase Shares on such Exercise Date.

20. Equal Rights and Privileges. Notwithstanding any provision of the Plan to the contrary, and in accordance with Section 423 of the Code, all eligible employees who are granted Options under the 423 Component of the Plan will have the same rights and privileges.

21. Termination of the Plan. The Plan may be terminated at any time by the Board. Upon termination of the Plan, all amounts in the accounts of Participants shall be refunded as soon as practically possible.

22. Governmental Regulations. The Company's obligation to sell and deliver Shares under the Plan is subject to obtaining all governmental approvals required in connection with the authorization, issuance, or sale of such Shares.

23. Governing Law. The Plan and all Options and actions taken thereunder shall be governed by, and construed in accordance with, the laws of the State of New York, applied without regard to conflict of law principles.

24. Issuance of Shares. Shares may be issued upon exercise of an Option from authorized but unissued Shares, from Shares held in the treasury of the Company, or from any other proper source.

25. Tax Withholding. Participation in the Plan is subject to any minimum required tax withholding on income of the Participant in connection with the Plan. Each Participant agrees, by entering the Plan, that the Company and its Subsidiaries shall have the right to deduct any such taxes from any payment of any kind otherwise due to the Participant, including Shares issuable under the Plan. For this purposes "tax" shall mean Federal, state and local taxes and social security taxes in the US, and their equivalent in any other jurisdiction, for which a Participant is liable by reason of the acquisition, holding or disposal of Shares under the Plan or the receipt of any other benefit in connection with it and which the Company or any Subsidiary is liable to account for on the Participant's behalf.

26. Notification Upon Sale of Shares. Each Participant agrees, by entering the 423 Component of the Plan, to provide, if requested by the Company, prompt notice of any disposition of Shares purchased under the Plan where such disposition occurs within two years after the date of grant of the Option pursuant to which such Shares were purchased or within one year after the date such Shares were purchased.

27. Data Protection. The Participant acknowledges that the participation in the Plan entails the processing of the Participant's personal data by the Company and its Affiliates, trustees or third parties service providers; as well as sharing such personal data with public authorities in territories which may be outside the country of residence of the Participant, such as the United States of America and Guernsey. Such processing activities shall be carried out for the purposes of executing the Plan and in accordance with Amdocs' Employee Privacy Notice as available to the Participant at Amdocs' Portal.

28. Effective Date and Approval of Shareholders. The Plan shall, subject to shareholder approval in accordance with applicable law, take effect upon the filing of a Form S-8 \Registration Statement with the Securities and Exchange Commission for the Shares offered under the Plan.

## Calculation of Filing Fee Tables

Form S-8  
(Form Type)

Amdocs Limited  
(Exact Name of Registrant as Specified in its Charter)

## Newly Registered Securities

Security Type	Security Class Title	Fee Calculation Rule	Amount Registered(1)	Proposed Maximum Offering Price Per Unit(2)	Maximum Aggregate Offering Price	Fee Rate	Amount of Registration Fee(3)
Equity	Ordinary Shares, par value £0.01 per share	Rule 457(c) and Rule 457(h)	2,400,000	\$94.0525	\$225,726,000	0.00011020	\$24,875.01
<b>Total Offering Amounts</b>					\$225,726,000		\$24,875.01
<b>Total Fee Offsets(4)</b>							—
<b>Net Fee Due</b>							\$24,875.01

- (1) This Registration Statement on Form S-8 covers 2,400,000 ordinary shares, par value £0.01 per share (“Ordinary Shares”) of Amdocs Limited (the “Registrant”) (i) authorized for issuance under the 2023 Employee Share Purchase Plan (the “Plan”) and (ii) pursuant to Rule 416(a) under the Securities Act of 1933, as amended (the “Securities Act”), any additional Ordinary Shares that may become issuable under the Plan by reason of any stock dividend, stock split, or other similar transaction.
- (2) Estimated pursuant to Rule 457(c) and Rule 457(h) under the Securities Act, solely for the purpose of computing the registration fee, based on the average of the high and low prices reported for the Registrant’s Ordinary Shares on the NASDAQ Global Select Market on February 7, 2023.
- (3) Rounded to the nearest cent.
- (4) There are no fee offsets.